

## ATTACHMENT B

### INSURANCE AND INDEMNITY

**A. GENERAL.** The permittee shall save, hold harmless, defend and indemnify the United States of America, its agents and employees for losses, damages or judgment and expenses on account of fire or other peril, bodily injury, death or property damage, or claims for bodily injury, death or property damage of any nature whatsoever, and by whomsoever made, arising out of the activities of the permittee, and his employees under this license. The types and amounts of insurance coverage purchased by the permittee shall be approved by the Superintendent. The permittee shall provide the Superintendent with Certificates of Insurance, Broker's Analysis, or similar documents sufficient to evidence compliance with this section and shall provide the Superintendent thirty (30) days advance written notice of any material change in the permittee's insurance program hereunder.

**B. PUBLIC LIABILITY.** The permittee shall purchase and maintain during the term of this permit Comprehensive General Liability insurance against claims occasioned by actions or omissions of the permittee in carrying out the activities and operations authorized hereunder. Such insurance shall be in the amount commensurate with the degree of risk and the scope and size of such activities authorized herein.

The permittee shall carry, at a minimum, the following coverage:

#### **TYPE OF COVERAGE**

- **LIABILITY**

Comprehensive General*	- \$500,000 aggregate, \$300,000 each incident or \$100,000 for each passenger carried (whichever the greater)
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- **PROTECTION & INDEMNITY**

Excessive Liability	- \$500,000 (Umbrella forms or other than Umbrella)
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Worker's Compensation	- Statutory Worker's Compensation and employees' liability as required in the State(s) of operation
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All liability policies are to SPECIFY that the insurance company shall have no right to subrogation against the United States or its employees and have no recourse against the Government for payment of any premiums or assessments OR the National Park Service, Isle Royale National Park, must be specifically identified on the policy as an **ADDITIONAL INSURED**. This requirement is NOT met by merely naming the National Park Service as a "Certificate Holder" on the policy.

Revised January 20, 2006